

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

TOHO CO., LTD.,

Plaintiff,

v.

THE PARTNERSHIPS AND UNINCORPORATED
ASSOCIATIONS IDENTIFIED ON SCHEDULE “A”,

Defendants.

Case No. 21-cv-05455

Judge Matthew F. Kennelly

DEFAULT JUDGMENT ORDER

This action having been commenced by Plaintiff, TOHO CO., LTD. (“TOHO” or “Plaintiff”) against the defendants identified on Schedule A, and using the Defendant Online Marketplace Accounts identified on Schedule A (collectively, the “Defendant Internet Stores”), and TOHO having moved for entry of Default and Default Judgment against the defendants identified on Schedule A attached hereto which have not yet been dismissed from this case (collectively, “Defaulting Defendants”);

This Court having entered a preliminary injunction; TOHO having properly completed service of process on Defaulting Defendants, the combination of providing notice via electronic publication and/or e-mail, along with any notice that Defaulting Defendants received from payment processors, being notice reasonably calculated under all circumstances to apprise Defaulting Defendants of the pendency of the action and affording them the opportunity to answer and present their objections; and

None of the Defaulting Defendants having answered or appeared in any way, and the time for answering having expired, so that the allegations of the Complaint are uncontroverted and are deemed admitted;

This Court finds that it has personal jurisdiction over Defaulting Defendants because Defaulting Defendants directly target their business activities toward consumers in the United States, including Illinois. Specifically, TOHO has provided a basis to conclude that Defaulting Defendants have targeted sales to Illinois residents by setting up and operating e-commerce stores that target United States consumers using one or more seller aliases, offer shipping to the United States, including Illinois, and have sold products using infringing and counterfeit versions of TOHO's federally registered trademarks, which are protected by U.S. Trademark Registration Nos. 6,172,295; 4,183,291; 2,360,489; 2,211,328; 2,134,696; 1,858,403; 1,161,858; 1,163,122 and 5,093,240 (the "GODZILLA Trademarks") to residents of Illinois. In this case, TOHO has presented screenshot evidence that each Defendant e-commerce store is reaching out to do business with Illinois residents by operating one or more commercial, interactive internet stores through which Illinois residents can and do purchase products using counterfeit versions of the GODZILLA Trademarks. *See* Docket No. 12, which includes screenshot evidence confirming that each Defendant e-commerce store does stand ready, willing and able to ship its counterfeit goods to customers in Illinois bearing infringing and/or counterfeit versions of the GODZILLA Trademarks. This Court further finds that Defaulting Defendants are liable for willful federal trademark infringement and counterfeiting (15 U.S.C. § 1114), and false designation of origin (15 U.S.C. § 1125(a)).

Accordingly, this Court orders that TOHO's Motion for Entry of Default and Default Judgment is GRANTED as follows, that Defaulting Defendants are deemed in default, and that this Default Judgment is entered against Defaulting Defendants.

This Court further orders that:

1. Defaulting Defendants, their officers, agents, servants, employees, attorneys, and all persons acting for, with, by, through, under, or in active concert with them be permanently enjoined and restrained from:
 - a. using the GODZILLA Trademarks or any reproductions, counterfeit copies, or colorable imitations in any manner in connection with the distribution, marketing, advertising, offering for sale, or sale of any product that is not a genuine TOHO product or not authorized by TOHO to be sold in connection with the GODZILLA Trademarks;
 - b. passing off, inducing, or enabling others to sell or pass off any product as a genuine TOHO product or any other product produced by TOHO, that is not TOHO's or not produced under the authorization, control, or supervision of TOHO and approved by TOHO for sale under the GODZILLA Trademarks;
 - c. committing any acts calculated to cause consumers to believe that Defaulting Defendants' products are those sold under the authorization, control, or supervision of TOHO, or are sponsored by, approved by, or otherwise connected with TOHO; and
 - d. manufacturing, shipping, delivering, holding for sale, transferring or otherwise moving, storing, distributing, returning, or otherwise disposing of, in any manner, products or inventory not manufactured by or for TOHO, nor authorized by TOHO to be sold or offered for sale, and which bear any of TOHO's trademarks, including the GODZILLA Trademarks, or any reproductions, counterfeit copies or colorable imitations.

2. Defaulting Defendants and any third party with actual notice of this Order who is providing services for any of the Defaulting Defendants, or in connection with any of the Defaulting Defendants' Online Marketplaces, including, without limitation, any online marketplace platforms such as ContextLogic, Inc. d/b/a Wish.com ("WISH") (collectively, the "Third Party Providers"), shall within seven (7) calendar days of receipt of this Order cease:
 - a. using, linking to, transferring, selling, exercising control over, or otherwise owning the Online Marketplace Accounts, or any other online marketplace account that is being used to sell or is the means by which Defaulting Defendants could continue to sell counterfeit and infringing goods using the GODZILLA Trademarks; and
 - b. operating and/or hosting websites that are involved with the distribution, marketing, advertising, offering for sale, or sale of any product bearing the GODZILLA Trademarks or any reproductions, counterfeit copies or colorable imitations thereof that is not a genuine TOHO product or not authorized by TOHO to be sold in connection with the GODZILLA Trademarks.
3. Upon TOHO's request, those with notice of this Order, including the Third Party Providers as defined in Paragraph 2, shall within seven (7) calendar days after receipt of such notice, disable and cease displaying any advertisements used by or associated with Defaulting Defendants in connection with the sale of counterfeit and infringing goods using the GODZILLA Trademarks.
4. Pursuant to 15 U.S.C. § 1117(c)(2), TOHO is awarded statutory damages from each of the Defaulting Defendants in the amount of \$100,000 (one hundred thousand dollars) for willful use of counterfeit GODZILLA Trademarks on products sold through at least the

Defendant Internet Stores. This award shall apply to each distinct Defaulting Defendant only once, even if they are listed under multiple different aliases in the Complaint and Schedule A.

5. Any Third Party Providers holding funds for Defaulting Defendants, including WISH, shall, within seven (7) calendar days of receipt of this Order, permanently restrain and enjoin any accounts connected to Defaulting Defendants or the Defendant Internet Stores from transferring or disposing of any funds (up to the statutory damages awarded in Paragraph 4 above) or other of Defaulting Defendants' assets.
6. All monies (up to the amount of the statutory damages awarded in Paragraph 4 above) currently restrained in Defaulting Defendants' financial accounts, including monies held by Third Party Providers such as WISH, are hereby released to TOHO as partial payment of the above-identified damages, and Third Party Providers, including WISH, are ordered to release to TOHO the amounts from Defaulting Defendants' financial accounts within fourteen (14) calendar days of receipt of this Order.
7. Until TOHO has recovered full payment of monies owed to it by any Defaulting Defendant, TOHO shall have the ongoing authority to commence supplemental proceedings under Federal Rule of Civil Procedure 69.
8. In the event that TOHO identifies any additional online marketplace accounts or financial accounts owned by Defaulting Defendants, TOHO may send notice of any supplemental proceeding, including a citation to discover assets, to Defaulting Defendants by e-mail at the e-mail addresses identified in Exhibit 2 to the Declaration of Koji Ueda and any e-mail addresses provided for Defaulting Defendants by third parties.

9. The Ten Thousand dollar (\$10,000) surety bond posted by TOHO is hereby released to TOHO or its counsel, Keith Vogt, Ltd. 111 West Jackson Boulevard, Suite 1700, Chicago, Illinois 60604. The Clerk of the Court is directed to return the surety bond previously deposited with the Clerk of the Court to TOHO or its counsel.

This is a Default Judgment.

Dated: November 13, 2021



Matthew F. Kennelly
United States District Judge

First Amended Schedule A

No.	Defendants
1	1903
2	2508280188
3	17071963213m0
4	360buy
5	7714fumengzhen
6	9o_srxoj
7	aadcff
8	AAFDDGR
9	AAQQQ
10	ABVCFFD
11	acetonjcsalra
12	Adfcxss
13	aewrertrt
14	Afuergd
15	Afvcxvb
16	agbovcsgxe
17	ai18141
18	aiyuiyy
19	ajkkj886
20	Ajwyxzn
21	akjgguardsuafp
22	Alexnett
23	alian9258
24	alimuf
25	Allencool
26	Amandayyyy
27	amwaoyingwan
28	AmyChristianbQeL
29	Angelina Feliciano54
30	angrnnp
31	aniello51
32	anlu7415
33	aoiououio
34	apettoneemptkcnea
35	apreferteoopszda
36	ArlenAthenawSrA
37	Arlenestlye
38	asdfghjkl16885
39	ASFFDDF
40	Atetryi
41	AugusAriesiViQd
42	Avamort
43	baiqimeng75200
44	baixiaohong653986
45	banyucheng521

46	baodong8825
47	baselicetlizijc
48	BBBB JJJJ
49	BBLstore
50	BChloeE
51	BDarcyG
52	bdssf
53	becrngyun
54	Bella Payne54
55	bernhardlee263
56	
57	Bett Life Mall
58	bielvegfdt
59	Big Backpackss
60	Big Collectors
61	bikjkl
62	bing fashion store
63	Bishengcaiyi
64	blake durham3
65	BLAMLRO
66	Bmmbnbg
67	BoyanxianzhirSh
68	brandlerhyrjzqlftwtm
69	brigittebran
70	budongmei12345
71	buiguanqun123
72	Buyuijk
73	buzhur22
74	cainiane26
75	caipingwei Store
76	caixiaoqiang5588
77	caixuyunzi
78	CalvinBellegViWi
79	canbencanben
80	caojiao008
81	ccf521
82	ccKevinRenatahKsK
83	cdjhvkr
84	cengju747
85	Century Market
86	cfghb
87	CHAN NINTA
88	CHANG YOUNG
89	changda fashion
90	chaoliudanpin
91	Charlottwells
92	chenbaobao1453966
93	Chenfang258
94	chenfangzhu47781

95	chenflynn
96	Chengdongmei999
97	chenguoyan8515
98	chengyexea
99	chengyujiao
100	chengzhutao123
101	Chenhuaping123
102	chenhui1681
103	chenlijun2536
104	chenmeili163
105	chenmingzhen1989
106	chenqinlin520
107	Chenshiqiang77017
108	chenxuewen1982
109	chenyelin1123
110	chenying88618
111	chenyingdi Store
112	chenyujie123
113	Cherie Hathaway
114	Christopher Holzwarth
115	Christy Riddle
116	chuxiaofeng1699
117	Clothing T-shirt DIY
118	coco animal
119	Coment nasen bull
120	CongbachuihP
121	crd15636708326
122	Crystalyy
123	curipktuonfd
124	CynthiaWrightes
125	dafe
126	dalianafsha
127	DangtangshidR
128	
129	DaonashawenlYb
130	daoyu fashion
131	Daquawnfoot
132	daurmoakjgk
133	daylight ood degree
134	DBsdfaow
135	ddfdfefR
136	Deb Steele43
137	Debra Spurlock
138	delicacyJin
139	delusoulvvsper
140	denervlkoas
141	denggang66058
142	DengGuanHua199857
143	dengjie112

144	denglilistore
145	dengqingfei8965
146	deratoughthina
147	Derrick Johannes43
148	dfgdwa
149	dfgfdhggf5455
150	dghdtrh
151	dianshang001hao
152	Dikeyireng
153	dingxiaohui9890
154	dingyannian
155	dingzhong fashion
156	DiqiaoyanlV
157	Discover material
158	dkxnbffjckmdns
159	dl521
160	dmpchengbin
161	DOJHIIJjkdkls
162	dongtingzhao2733
163	DongwengmoubuoJ
164	Dsasdsf
165	duanjian12345
166	duanxiulaner
167	ducanpaiteng
168	dukun Store
169	duqing DU
170	dushihua Store
171	dwajkhasds
172	Early bird 2019
173	Eespatpi
174	emileighhtunpr
175	enjeathome
176	Eric Despres
177	Excellent15390
178	fanggongzi66
179	FANSZUYEJF
180	FanteBoy
181	FanteGirlShop
182	fanzhiwei fashion
183	Faremer Hugur
184	Fashio clothes
185	Fashion password
186	fdraz
187	fdsbvkjxdbvkx
188	feng xiangdong
189	fengcaizhen567
190	fengchen13138
191	fengjianhua123456
192	fengqixianzhongfuyangzhizhuanyehezuoshe

193	fengteng Store
194	fertgfd
195	fghdvg
196	FishFishER
197	Forever Socks
198	ftbyst
199	Fuqiuli2020
200	FuwoliaozoulC
201	fuyaoyao
202	fvmvvhmvf
203	G YBUN
204	g8g8g8
205	gahsuiagtpoas
206	GanjiuheiqXq
207	GAOCHANG22
208	gaojiale Store
209	gaokegang Store
210	gaomeng0218
211	gaopengh
212	gaoshanliushui001
213	gaosiying Store
214	gaoyongbao5566
215	gaozijun79463
216	gch5465
217	gdhgf45g78fg7
218	genhji
219	George Katsimatides43
220	GeRongRong0808
221	GetAllUcan
222	ghcuryetert
223	GLKTPOIUTYRTE
224	Glue daily necessities
225	Goldtronglasses
226	gomaillgo
227	gongan93
228	Goujiayu7641
229	Grimaldi Commercial Realty
230	Grow into the sun
231	guangdong.fuzhuangshang99
232	guangminghall
233	GuanpujingjiavB
234	guanqingli
235	Gulili898989
236	guokang166836
237	Guoop
238	guoweijie Store
239	guoyulong7819
240	haimei2018
241	haixueyan1990

242	HaleLambertiYsTm
243	hanliang2019
244	hanlianghao5211314
245	haoandtang
246	happydog004
247	hasjkijdioahplsaq
248	hbbbw789
249	HBN2WQ34
250	Heatheryyy
251	Heaven1
252	hechen878507712
253	hedahua66058
254	hehe fashion
255	hehui fashion
256	hejiaxin5238
257	helibin7758258
258	helin Store
259	HEPINGSHENG
260	hesiyu852
261	hexiaodong11220
262	Hexiaowei2288
263	heying1234568459547
264	heyiqiang Store
265	hezhenxi1234
266	hgjsw
267	High qality
268	hjdf456gh4j65df
269	hjhjtg
270	hluyi
271	hounuegua45
272	hrjfhhgjfdyj
273	hshdhd
274	htxhkjffbh
275	htyqminghua
276	hu4717z
277	Hua World 19
278	huangchangqing888
279	huangchun147258
280	huangcuirong427
281	huanghongkai30964
282	huangmeng3412
283	huangwancai18918
284	huangxianhui66058
285	huangxiaoli163
286	huangzhiqiang66058
287	huangzifeng1856356
288	huaqian5980
289	huchunyang4578
290	hufuyong3648

291	huhuali123
292	huixu Friday
293	huxiao619
294	huxiaoliang289
295	HuYuHui
296	huzhiqu123
297	IBARRA JAMES SELLS
298	ieioruoje
299	IJHJFUYHU
300	import virginia
301	inloveart
302	Inversiones Pereira C.A
303	ipqrgjshop
304	iuwu58
305	Jacksmart
306	JacquelineDonnahDdHpY
307	Jalanoccashop
308	James Russell
309	Jason Straus
310	jcfcyute
311	jdbhsud
312	Jeffwait
313	Jennifer Roberts
314	Jennifera